

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

R2 TECHNOLOGIES LLC

Plaintiff

VS.

Case No. 2:18-cv-11456
Hon David M. Lawson

DEEPAK BANGALORE NAJARAH

Defendant

DENNIS W. CLEARY P11961
DENNIS W. CLEARY P.C.
Attorney for Plaintiff
37000 Grand River Ste. 300
Farmington Hills MI 48335
248 442-9150
denniscleary@sbcglobal.net

RAYMOND J. STERLING P34456
BRIAN J. FARRAR P79404
Sterling Attorneys at Law P.C.
33 Bloomfield Hills Pkwy. Ste. 250
Bloomfield Hills MI 48034
248 644-1500
rsterling@sterlingattorneys.com
bfarrar@sterlingattorneys.com

PLAINTIFF'S ANSWER TO DEFENDANT'S
AFFIRMATIVE DEFENSES AND COUNTERCLAIM
AND AFFIRMATIVE DEFENSES TO COUNTERCLAIM

The Plaintiff, by its attorney, Dennis W. Cleary, submits the following answers to the Affirmative Defenses filed on behalf of the Defendant;

1. Deny.
2. Deny.
3. Deny.
4. Deny.
5. Deny.

6. Deny.

7. Deny.

8. Deny.

Dated: June 7, 2018

/s/ Dennis W. Cleary
Attorney for Plaintiff
37000 Grand River Ste. 300
Farmington Hills MI 48335
248 442-9150
denniscleary@sbcglobal.net

The Plaintiff, by its attorney, Dennis W. Cleary, submits the following as it answer to the Defendant's Counterclaim:

1. Admit that the Defendant is an employee of the Plaintiff. As to the balance of the allegations in this paragraph, neither admit nor deny, but leave Defendant to his proofs.
2. Admit that the Defendant was employed by the Plaintiff on the dates indicated and at the hourly rate indicated in this paragraph. Deny that the employment agreement between the parties obligated the Plaintiff to pay the Defendant any per diem payments.
3. Neither admit nor deny but leave Defendant to his proofs.
4. Deny. Plaintiff affirmatively states that the Defendant breached the employment agreement by unilaterally terminating his employment with the Plaintiff and going to work for the same company with which he had been staffed by the Plaintiff during the period from August 29, 2016 to November 12, 2017.
5. See answer to paragraph (2).
6. Deny. See answer to paragraph (4)
7. Deny.

8. Deny.

9. Deny.

10. Deny.

11. Deny that any hours worked by the Defendant are uncompensated in accordance with the terms of the Employment Agreement.

Wherefore, the Plaintiff requests that the counterclaim filed on behalf of the Defendant be dismissed and that the Plaintiff be awarded costs and attorney fees wrongfully sustained.

AFFIRMATIVE DEFENSES

The Plaintiff states the following as its Affirmative Defenses in connection with the Counterclaim filed on behalf of the Defendant:

1. Defendant fails to state a claim upon which relief can be granted.
2. Defendant's claim is barred in whole or in part by the doctrine of unclean hands.
3. Plaintiff reserves the right to file additional affirmative defenses that become evident during investigation and discovery in the matter.

Dated: June 11, 2018

/s/ Dennis W. Cleary
Attorney for Plaintiff
37000 Grand River Ste. 300
Farmington Hills MI 48335
248 442-9150
denniscleary@sbcglobal.net